REMARKS

As a result of the foregoing amendments, Claims 32-34 have been cancelled, and Claims 1 and 10 have been amended. Accordingly, Claims 1-8 and 10-31 are pending in this application, with Claims 13 and 15-21 having been withdrawn from consideration. The foregoing amendments to the claims have been made solely for the purpose of advancing prosecution of the present application and without prejudice.

Applicant's attorney thanks Examiner Tyson and Examiner Ho for the personal interview conducted on December 16, 2008 in connection with the present final Office Action. During the aforesaid interview, Examiner Tyson, Examiner Ho and applicant's attorney discussed the outstanding prior art rejections of independent Claim 1, based upon U.S. Patent No. 1,558,037 to Morton ("the Morton Patent"). As indicated in the Interview Summary mailed December 23, 2008, Examiner Tyson, Examiner Ho and applicant's attorney discussed the annular space that is formed within the blind hole of the needle of Claim 1 (i.e., between the suture and the needle), and how said annular space contains adhesive that extends from the bottom wall of the blind hole to the upper edge of the blind hole. The Interview Summary also indicated that no agreement was reached with respect to the proposed amendments for independent Claim 1.

By the foregoing amendments, independent Claim 1 has been amended to recite a needle having first and second opposed ends and a blind hole formed in the first end and extending longitudinally into the needle from the first end thereof, the hole including **an upper edge,** a sidewall, a bottom wall disposed at a location intermediate said opposed ends and a length measured between the upper edge and the bottom

wall. The hole has a first diameter at a first location proximate the upper edge and a second diameter at a second location proximate the bottom wall, the second diameter being greater than the first diameter. The needle also includes a suture having an end thereof positioned in the hole and extending along the length thereof so as to terminate proximate the bottom wall. The end of the suture has a third diameter, wherein the first diameter is greater than the third diameter by a factor that allows the hole to accommodate the insertion of a range of differently-sized sutures therein. The needle further includes an adhesive having a viscosity, when uncured, permitting the suture to be inserted into the hole. When the adhesive cures, it forms an annular mass that substantially surrounds the end of the suture along the length of the hole, so as to be in continuous contact with the sidewall along the length of the hole. The annular adhesive mass has an outer diameter that is greater at the second location than at the first location, so as to form a mechanical interlock between the suture and the hole.

As discussed and illustrated in applicant's response to the previous Office Action (i.e., the Amendment of July 7, 2008), the Morton Patent discloses a surgical needle (1) that includes a shank (3) and a longitudinal recess (2) formed therein and having a diameter that is only "a trifle larger than the diameter of the suture." The upper end of the shank (3) (i.e., the end opposite the sharp point of the needle (1)) is machined (as by spinning or swaging) so that neck of the recess (2) is **constricted** to have a diameter "that it is only slightly greater than the diameter of the suture (4)" (see FIGS. 2-4 and page 2, lines 19-32). A small amount of adhesive may then be placed in the recess (2) so as to anchor the suture (4) therein. Because the neck of the recess

(2) is constricted, the adhesive placed in the recess (2) will only occupy an interior portion of the recess (2), extending from the closed end of the recess (2) **to a point intermediate the closed end and the neck of the recess (2)** (see FIG. 3). In other words, the formation and structure of the recess (2) (including its constricted neck) and the close fit of the suture (4) therein would **prevent** the adhesive from extending all the way up to the neck of the recess (2). Since there is no adhesive at the neck of the recess (2), it follows that the adhesive **cannot** surround the suture (4) at the neck of the recess (2) (i.e., its upper edge).

In contrast to the adhesive associated with the Morton Patent needle, the cured adhesive in the needle hole of the present application (as recited in amended Claim 1) forms an annular mass that substantially surrounds the end of the suture along the entire length of the needle hole, as measured from the bottom edge of the hole to the upper edge of the hole, so as to be in continuous contact with the sidewall along said length. More particularly, the adhesive surrounds the end of the suture **up to and at the upper edge of the hole**, unlike the constricted, closed neck of the recess (2) of the Morton Patent needle, which **prevents** the adhesive from surrounding the suture (4) at the neck/upper edge of the recess (2). The formation and structure of the Morton Patent needle therefore **teach away** from any modifications whereby the adhesive (a) would surround the suture (4) up to and at the neck of the recess (2) and/or (b) would be in continuous contact with the entire length of the recess (2) sidewall, and as a result, one skilled in the art would not have considered the armed suture recited in amended independent Claim 1 to be obvious in light of the Morton Patent.

In the foregoing circumstances, applicant's attorney respectfully submits that the Morton Patent fails to disclose or suggest, whether considered alone or in combination with any other cited reference, the armed suture recited in amended independent Claim 1. It is therefore further respectfully submitted that the prior art rejections of Claim 1 have now been overcome, and that amended independent Claim 1 is in condition for allowance.

With respect to Claims 2-8, 10-12, 14, and 22-31, which were also rejected in the Office Action on prior art grounds, all of them depend (directly or indirectly) from amended independent Claim 1. In such circumstances, applicant's attorney respectfully submits that Claims 2-8, 10-12, 14, and 22-31 are also believed to be in condition for allowance for the same reasons as Claim 1.

Applicant's attorney notes that Claim 10 has also been amended by the foregoing amendment. Amended Claim 10 recites that the annular space between the first end of the needle and the suture has a length substantially the same as the length of the needle hole, and is dimensioned to receive the annular mass (recited in Claim 1) therein. In such circumstances, it is respectfully submitted that the 35 U.S.C. §§ 101 and 112 rejections of Claim 10 have now been overcome, and that amended Claim 10 is in condition for allowance.

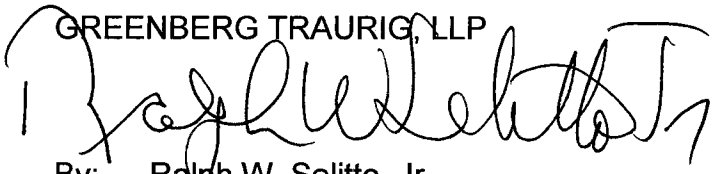
Applicant's attorney also notes that Claims 32-34 have been cancelled by the foregoing amendment. In such circumstances, applicant's attorney respectfully submits that both the 35 U.S.C. §§ 103 and 112 rejections of Claims 32-34 and the associated objections to the specification have now been obviated.

In view of the foregoing amendments and remarks, applicant and his attorney respectfully request reexamination and allowance of Claims 1-8, 10-12, 14, and 22-31. If, however, such action cannot be taken, the Examiner is cordially invited to place a telephone call to applicant's attorney in order that any outstanding issue may be resolved.

The accompanying Petition for a three-month extension of time authorizes the Examiner to charge the associated $1,110 extension fee to Deposit Account No. 501561. The accompanying Request for Continued Examination of the present application authorizes the Examiner to charge the associated $810 fee to Deposit Account No. 501561. If there are any additional fees due as a result of this Amendment, including extension and petition fees, the Examiner is hereby authorized to charge them to Deposit Account No. 501561.

Respectfully Submitted,

GREENBERG TRAURIG, LLP



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